

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Olga M. Noriega, Mayor Pro-Tem, District 3
David R. Fox, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Fidel L. Pena, III, Commissioner, District 6

Mike R. Perez, Interim City Manager

CITY OF WESLACO

Invitation to submit Proposal

The City of Weslaco hereby requests sealed proposals for the following:

REHABILITATION OF SANITARY SEWER PUMP STATION #37 RFP NO.: 2014-15-12

Sealed proposals addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **January 23, 2015**, at which time they will be opened and read aloud. Please mark envelope, **"SEALED PROPOSAL"** followed by:

REHABILITATION OF SANITARY SEWER PUMP STATION #37 RFP NO.: 2014-15-12

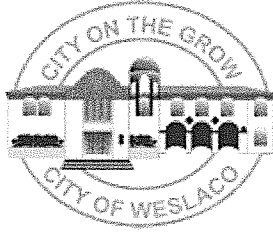
An informative, non-mandatory, Pre-Submittal Conference meeting followed by a Walk – Through will be held at 3:00 pm on January 16, 2015 at Weslaco City Hall – Purchasing Conference Room C, located at 255 S. Kansas Avenue, Weslaco, Tx.

Potential Respondents are advised that the proposal documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447.2240. Be advised that if your company is contemplating on responding to this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids/proposals will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all proposals, to waive any informalities, and to accept the proposal to be the best and most advantageous to the City and to hold proposals for a period of forty-five (45) days without taking action, for the purpose of reviewing the proposals and investigation of respondent's qualifications prior to proposal award. Proposals submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Office



VENDOR'S NOTICE OF INTENT TO SUBMIT

If you intend to submit a proposal for **REHABILITATION OF SANITARY SEWER PUMP STATION #37 - RFP NO.: 2014-15-12** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **January 19, 2015** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____

(print / contact person)

Title: _____ Company/Agency: _____

Mailing

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

RFP No.: 2014-15-12

1.0 INTRODUCTION

1.1. PURPOSE AND GENERAL INFORMATION

The City of Weslaco is requesting responses to this Request for Proposal (RFP) to enter into a contract with qualified firm(s) to provide design build services for the complete rehabilitation of City of Weslaco Sanitary Sewer Pump Station #37.

A copy of this RFP can be obtained from the City of Weslaco website at www.weslacotx.gov until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addendums. Copies of this RFP can also be obtained from the Purchasing Officer at City of Weslaco 255 S. Kansas Avenue - Weslaco, TX 78596. Be advised that if your company is contemplating on responding to this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). If you have any questions, please call the contact identified below as it relates to your concern. Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the City of Weslaco contact listed prior to the deadline indicated below. Responses are due prior to the deadline and must be delivered or mailed to the City of Weslaco Purchasing Clerk's Office located at 255 S. Kansas Ave. Weslaco TX, 78596. Late responses will not be accepted – NO EXCEPTIONS. **No electronic proposals will be accepted.**

1.2. DEFINITIONS: In this RFP the following definitions shall apply:

"City" means the City of Weslaco;

"City Representative" has the meaning set out in section 2.2;

"City Website" means www.weslacotx.gov

"Closing Time" has the meaning set out in section 2;

"Contract" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

"Evaluation Team" means the team appointed by the City;

"Information Meeting" has the meaning set out in section 2.1;

"Preferred Proponent(s)" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

"Proponent" means an entity that submits a Proposal;

"Proposal" means a proposal submitted in response to this RFP;

"RFP" means this Request for Proposals;

"Services" has the meaning of any and all construction and administration work necessary to complete this project

"Site" means the place or places where the Services are to be performed; and

2.0 PROPOSAL SCHEDULE

Closing Time and Address for Proposal Delivery

Proposals must be received by the office of:

Office of the Purchasing Clerk

255 S. Kansas Ave.

Weslaco, TX 78596

Marked: CONFIDENTIAL – DO NOT OPEN

Proposal Closing Date & Time: Friday, January 23, 2015 at 3:00 P.M. (local time).

Submissions by fax [or email] will not be accepted.

2.1. PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be hosted by a City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**") on **Friday January 16, 2015 at 3:00 P.M.** at City Hall, 255 S. Kansas Ave. Weslaco, TX 78596.

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.2. AMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signator of the Proponent in the same manner as provided in the original proposals.

All inquiries related to this RFP should be directed in writing, via fax or e-mail to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

City Representative: Mr. Homer Rhodes

Phone: 956 447-2240

Email: hrrhodes@weslacotx.gov

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.3. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.3. ADDENDA

If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City Website at www.weslacotx.gov (the "City Website") and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.5. STATUS INQUIRIES

All inquiries related to the status of this RFP should be directed to Homer Rhodes, Purchasing Agent City of Weslaco.

3.0 PROPOSAL SUBMISSION FORM AND CONTENTS

3.1. PACKAGE

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2. FORM OF PROPOSAL

Proponents should complete the form of Proposal attached as Schedule A. Proponents are encouraged to use the form provided and attach additional pages as necessary. Proponents should also provide the requested information as listed in Section 4.2 (b) as part of the proposal.

3.3. SIGNATURE

The legal name of the person or firm submitting the Proposal should be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4.0 EVALUATION AND SELECTION

4.1. EVALUATION TEAM

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponent(s) to the City Commission.

Proposal(s) that satisfy the minimum requirements will be scored as follows:

Letter of Introduction	5 points
Price Proposal	60 points
Conceptual Plan, Calculations and Pump Selection.....	20 points
References.....	10 points
Local Preference Firm(s).....	5 points

4.2. EVALUATION CRITERIA

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) PRICE PROPOSAL

The City will consider the proponent's price proposal in terms of accuracy, completeness, value, local market and substantiated industry standards.

(b) EXPERIENCE

The City will consider the proponent's past experience in undertaking similar projects in type, scope, and budget.

At a minimum, the proposal should contain the following information:

- **Business Organization** - State the full name, address, phone number and fax number of your business and whether you operate as an individual, partnership, or corporation. Also indicate if you are a female or minority owned and/or operated business.
- **List of business's experience** with federal, state or municipal programs pertaining to lift station rehabilitation. If applicable, also identify other services performed for federal, state or municipal programs.
- **Fee Schedule** - Please state your standard fee schedule according to the standard formats of compensation.
- **Proof of appropriate state certifications** - Provide proof that you are licensed to operate in Texas.
- **Management Summary** - Include a brief narrative description of the proposed services that will be delivered and the equipment available to perform the services.
- **Qualifications** - Please indicate completed projects of similar nature. Also indicate a contact person for each reference cited.
- **References** - References from at least two (2) clients preferably municipalities for whom your company has completed lift station rehabilitation within the last two (2) years. The references should include the name, address and telephone number of a contact person for each reference cited.

- **List of firm's insurance policies**, the insurer, policy numbers and amount pertaining to required services, including policies for sidewalk replacement services.

(c) LOCAL WORK FORCE PARTICIPATION

The Evaluation Team will consider the Proponent's organization ability to implement initiatives in compliance with section 3 Federal requirements for local employment, training and contracts with project area businesses. In addition preference will be given to local Weslaco firm(s).

FINANCIAL ABILITY AND RESOURCES

The Evaluation Team will consider the Proponent's organization financial ability and resources to carry out the project.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3. LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.4. ADDITIONAL INFORMATION

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.5. NEGOTIATION OF CONTRACT AND AWARD

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the City and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to

terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

The City is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City, or cancel the competition at any time without award. Thereafter, the City may issue a new Invitation / Request, sole source or do nothing.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the proponent. All supporting documentation and manuals submitted with this proposal will become the property of the City of Weslaco unless otherwise requested by the contractor at the time of submission.

5.0 GENERAL CONDITIONS

5.1. NO CITY OBLIGATION

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2. PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3. NO CONTRACT

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4. CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the City's request.

5.5. SOLICITATION OF COMMISSION MEMBERS

Proponents and their agents will not contact any member of the City Commission or City staff with respect to this RFP at any time prior to the award of a contract or the termination of this RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

5.6. CONFIDENTIALITY

All submissions become the property of the City and will not be returned to the Proponent. The City will hold all submissions in confidence unless otherwise required by law.

6.0 SCOPE OF SERVICES

- 6.1 The purpose of this Request for Proposals is to seek service of a qualified professional contractor to provide design-build services for the rehabilitation of the City of Weslaco sanitary sewer pump station #37. The design-build services will include design, applicable permits, a spill response plan, and construction per local, County, State and other applicable standards, rules and laws.
- 6.2 Three (3) of four (4) sewer pumps at station 37 are currently out of service and the station is on by-pass. The design must include pumps with a minimum 3" solids passage. The design sewer flow must consider 10 years projection on future development and population growth within the service area.
- 6.3 The calculations must include service area flow calculations. The calculations and pumps selection must be approved by the City Engineer before any submittal for permits.
- 6.4 The contract awarded firm(s) will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within seven (7) to ten (10) working day at the expense of the contractor. Contractor will need to make sure that all trees, shrubs and signs are protected and not damaged during construction. If damage occurs, the contractor will be liable for such damages. The areas of improvements will be as indicated in the work order.
- 6.5 It is expressly agreed and understood that the contract awarded firm(s) is, in all respects, an independent firm(s) as to work; however, in certain aspects, the Contractor is bound to follow the directions of the City at the time of repair and/or construction, and that the firm(s) is in no respect an agent, servant or employee of the City.
- 6.6 The contract awarded firm's (contractor's) timeliness and delivery of quality products shall be monitored by the City. A 210 day contract will be suggested. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the City, shall do whatever is necessary to perform the work properly at no additional cost to the City. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified. Failure to perform the work in the time specified in the work order will trigger liquidity damages of \$500/day.
- 6.7 The City of Weslaco reserves the right to select the qualified firm(s) which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its service level expectations. The City reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City of Weslaco

7.0 COMPLIANCE WITH APPLICABLE LAWS

All work shall conform to all applicable federal, state, county, and local requirements.

8.0 INSURANCE REQUIREMENTS

- 8.1 The selected service provider shall agree to indemnify and hold harmless the City of Weslaco and its officers, agents, and employees from any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the City of Weslaco or its officers, agents, or employees in connection with said contract.
- 8.2 The City will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Hidalgo County, Texas, and in amounts satisfactory to the City.
- 8.3 The successful Contractor, within ten days after the contract award, shall furnish the City with proof of insurance as stated in Attachment A.
- 8.4 The City of Weslaco shall be named as additional insured on all policies as directed in Attachment A. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

9.0 AGREEMENT/EXCEPTIONS

- 9.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- 9.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the City of Weslaco and the selected Contractor unless and until the City agrees to accept such exceptions.
- 9.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the City and selected Contractor.
- 9.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.
- 9.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the City of Weslaco.
- 9.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the City of Weslaco, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the City. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.
- 9.7 A provision to the effect that the City, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for the purpose of making audit, examination, excerpts and transcriptions. The City of Weslaco shall require contractors to maintain all required records for five (5) years after the City of Weslaco makes final payments and all other pending matters are closed.

10. PROPOSAL SUBMITTAL

One original plus five (5) copies for a total six (6) of the entire bid package must be submitted to the City as follows:

City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, TX
78596

All proposals must be received prior to Friday, January 23, 2015 at 3:00 pm. Proposals may be mailed or dropped off at the City Hall - Purchasing Office. Proposals must be received by 3:00 pm for it to be considered in the RFP review process.

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the company. Additionally, the undersigned declares that he/she has carefully examined all the items of the specifications and instructions and that he/she fully understands the requirements of same.

Authorized Representative's Signature_____

Printed Name_____ **Title of Signatory**_____

Company Name_____

Address_____

Phone#/Fax#_____ **Email address**_____

ATTACHMENT "A"

There shall be no aggregate limitation to the coverage provided under any of the insurance sections stated.

A. Contractor's and Sub-Contractor's Insurance

The Contractor shall not be awarded work under this contract unless the insurance required under this section has been obtained. The Contractor shall not permit any sub-contractor to commence work on a sub-contract unless like insurance has been obtained by the sub-contractor. The insurance required shall contain a thirty (30) day written notice to the City of Weslaco, c/o Public Utilities Director, Public Utilities Department, 255 S. Kansas, Weslaco, TX 78596 of cancellation, non-renewal or material change in coverage. The Contractor will provide a current Certificate of Insurance.

B. Worker's Disability Compensation Insurance

The Contractor shall procure and maintain during the life of this contract Worker's Disability Compensation Insurance as required by law for all of his/her employees to be engaged in work on the project under this contract, and in case any such work is sub-let, the Contractor shall require the sub-contractor similarly to provide Worker's Disability Compensation Insurance for all of the latter's employees to be engaged in such work in the statutory amount required.

C. Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract, Contractor's Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, each occurrence and Contractor's Property Damages Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

D. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and property damage in an amount of not less than One million Dollars (\$1,000,000.00) for each occurrence. The Contractor shall procure and maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

E. Owner's and Contractor's Protective Public Liability and Property Damage Insurance

The Contractor shall procure and maintain, during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall include motor vehicle exposure.

F. City of Weslaco as Additional Insured

The City of Weslaco, including elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, shall be named specifically as an Additional Insured with respect to the operations of the Contractor and/or sub-contractor for the City of Weslaco and a copy of an Endorsement to this effect shall be supplied for each policy involved.

ATTACHMENT "B"

SPECIFICATIONS AND DRAWINGS

- 1 The Contractor shall be responsible for securing the services of a design consultant to prepare the design necessary for permits and construction as required by Texas Commission on Environmental Quality (TCEQ).
- 2 The Contractor is solely responsible for safety in all project areas. The Contractor shall erect such barricades and provide other traffic control measures, such as flagmen, as may be necessary to ensure the safety of the public as necessary.
- 3 The Contractor shall be responsible for the erection and maintenance of barricades, safety fences, and other safety control measures for the complete time of completion of this project. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the traveling and walking public.
- 4 The Contractor shall be responsible to restore the area of work to its original condition.
- 5 The design for lift station# 37 must include the new service area in addition to the existing service area as delineated in the attached service area delineation map. The RFP response package must include engineer's calculations along with pump selection based on the extended service.
- 6 The City has actual flow to the station. The flow must be estimated based on the service area including 20% infiltration. The expected Nominal Average Pump Operating Time (NAPOT) for the new station will be maximum 15 hours per day.
- 7 No information for the existing pump is available as the station is on by-pass pump now. The new station is to replace the existing station and must be at the same location. The contractor will be responsible for the by-pass system during construction. The existing structure must be demolished.